

# LEASE

# ATTACHMENT "A"

This Lease, made as of the 1<sup>st</sup> day of October, 2003 by and between B & J Partnership, Ltd., a Nebraska limited partnership ("Lessor"), and the City of Lincoln dba City of Lincoln Fire & Rescue Department ("Lessee"),

## WITNESSETH:

The Lessor, for and in consideration of the covenants and agreements hereinafter set forth, hereby leases to Lessee and Lessee hereby rents from Lessor those certain Premises (hereafter "Premises"), approximately 12,500 square feet of the building located at 2600 Park Blvd., Suites 2 and 3, Lincoln, Nebraska, the legal description of which is Park Center Condominium Regime, Lincoln, Lancaster County, Nebraska ("Complex"), which Premises are substantially shown on the floor plan annexed hereto as Exhibit A, together with a revocable license to use, in common with others, the Common Areas, as the same may be designated from time to time by Lessor, subject, however, to the terms and conditions of this Lease and to rules and regulations thereof as prescribed from time to time by Lessor. If no appropriated funds are available to the City of Lincoln Fire & Rescue Department for the FEMA Urban Search and Rescue Task Force Program for the purpose of paying rentals on the leased Premises, the Lease shall terminate at the election of the Lessee with thirty (30) days written notice.

1. Term and Use. The Initial Term of this Lease shall commence on October 1, 2003, and continue until August 31, 2008, at which time it shall terminate, unless sooner terminated or renewed as provided herein. The Lessee intends to use the Premises for office and warehouse uses, and the rent is being calculated on that usage. Lessee agrees that it will not use the Premises to operate an adult book store, movie arcade or bar or for an unlawful use.

If the Premises or the Complex are not completed at the commencement date and possession of the Premises is not delivered to Lessee by that date, or if the Lessee takes possession prior to the commencement date, the Lease commence date and termination date shall remain unchanged. However, if Lessee takes possession prior to the commencement date, the rental for the interim period shall be paid by Lessee on a pro rata basis. Similarly, if Lessor delivers the Premises to Lessee after the commencement date, the rental paid by Lessee for that month shall be reduced on a pro rata basis. If Lessor shall be unable to give possession of the Premises on the date of commencement for the reason that the Complex or Premises is still being constructed, Lessor shall not be subject to any liability for failure to give possession on said date, and such failure shall in no way affect the validity of this Lease or the obligation of the Lessee hereunder.

### 2. Rent.

A. Fixed Rent. The Lessee shall pay to Lessor as fixed rent for the Premises during the first twelve (12) months of the Initial Term, the sum of Seventy Two Thousand Three Hundred Forty Nine and 92/100 Dollars (\$72,349.92), payable in monthly installments of Six Thousand Twenty Nine and 16/100 Dollars (\$6,029.16), ("Base Rent"). Payment for the first month shall be delivered with the Lease. Thereafter monthly installments shall be payable in advance on the first (1<sup>st</sup>) day of each and every month during the Initial Term. The Base Rent payable by the Lessee shall be subject to annual rent adjustments as provided in paragraph 2B below.

B. Annual Rent Adjustments. In the event that the term of this Lease is for a period greater than twelve (12) months, the fixed rent payable for each additional lease year or fractional part thereof, including Lease years of the option terms, if any, shall be determined by multiplying the previous year Rent by the 1.05, representing a five percent (5%) annual increase.

C. Late Rent. Any fixed or additional rent due Lessor, not received within five (5) days of the due date, shall bear a late fee of \$100, and shall accrue interest at the rate of fifteen percent (15%) per annum until paid.

D. Partial Payment of Rent. Payment by Lessee or receipt by Lessor of an amount less than the monthly rent due under this lease shall be deemed to be a partial payment of the rent. No endorsement on any check shall be deemed an accord and satisfaction. Lessor may accept such payment without prejudice to Lessor's right to collect the balance of the rent or other amounts due hereunder.

3. Renewal Option. Provided that Lessee is not in default under the terms of this Lease, Lessee shall have the option to Lease said Premises for one additional term of five (5) years each upon the same terms and conditions, save the rental clause, which shall be as follows: On the first day of the first year and any subsequent year of all Renewal Term, the rental shall be adjusted ratably by multiplying the previous year rent by 1.05, representing a five percent (5%) annual increase. Lessee agrees to notify said Lessor in writing of Lessee's desire to exercise an option period at least 180 days prior to the termination of the Initial Term or any Renewal Term.

4. Security Deposit. On delivery to Lessor of a copy of this Lease executed by Lessee, Lessee shall deposit with Lessor an amount equal to one (1) month's rent as security for the performance by Lessee of its obligations under this Lease. If the Lessee fails or defaults under any of the terms, covenants or conditions of this Lease, or fails to complete the term of this Lease, the Lessee will forfeit the Security Deposit. However, upon successful completion of the Initial Term and/or Renewal Term, the Security Deposit will be returned to Lessee, unless repairs, maintenance and/or cleaning is required by Lessor, in which case, those expenses will be paid from the security deposit, with any residual money returned to Lessee within sixty (60) days of Lease termination. The Security Deposit taken hereunder

shall be used solely for security of damages and shall not be used for payment of rental due hereunder. Lessor shall not be required to pay interest to Lessee on such Security Deposit or to keep such Security Deposit separate from its general accounts.

5. Insurance. Lessor shall provide hazard insurance, insuring the Premises against loss or damage by fire and other perils and extended coverage endorsements at full replacement coverage. Property damages and flood damages, as required, shall be insured against. Lessee acknowledges that it will not be a named insured on such policy and shall have no right to receive any proceeds from any insurance policies carried by the Lessor.

The personal property in the Premises shall be at the risk of the Lessee only. Lessor shall not be liable for any damage to any property any time in such Premises caused by steam, electricity, sewage, gas or odors, or from water, rain or snow which may leak into, issue or flow from any part of the Complex of which they are a part, or from any other place or quarter, or for any damages done to property of the Lessee in moving the same to or from the Premises or Complex. The Lessee shall give to Lessor, or its agent, prompt written notice of any accident to or defects in water pipes, gas or warming and cooling apparatus, or any other equipment which shall be remedied with due diligence.

6. Expenses.

A. Lessor's Expenses. Lessor, at its sole expense, shall repair and maintain all foundations, exterior walls (except store fronts, plate glass doors and other breakable materials used in structural portions) and provide for roof replacement and roof repairs of the Complex.

B. Lessee's Expenses. Except as provided in Section 6A, Lessee shall pay all other direct costs and expenses of every kind and nature whatsoever attributable to the Premises during the term of this Lease (excluding real estate taxes) including, but not limited to the following: all repairs to and maintenance of the Premises and all improvements placed on the Premises by the Lessee subject to Exhibit C, attached hereto.

C. Lessee's Utility Expenses. Lessee shall pay, when due, all utility charges, including, but limited to water and sewer use fees, gas, electricity, telephone, cable, janitorial and garbage removal, and other services supplied to the Premises which are separately metered or billed, including any and all connection charges, start-up charges and termination charges associated therewith. Lessee agrees to pay monthly, Lessee's Proportionate Share of all shared utility expenses including, but not limited to water and sewer use fees, gas, electricity, telephone, cable, janitorial and garbage removal, including any connection charges associated therewith. Lessee's Proportionate Share shall be a percentage determined by dividing the Premises square footage by the Complex total leased area. Basement square footage will not be included in the Complex square footage.

D. Common Areas. Wherever used in this lease, the common areas shall include, but shall not be limited to, sidewalks, or other pedestrian walkways, parking lots, landscaped areas, pick-up and delivery areas, streets and other public areas designed for the common use and benefit exclusive of space in the Complex designated for rental to tenants for commercial purposes, as the same may exist from time to time. Lessor hereby grants to Lessee, its employees, agents, customers, and invitees the a revocable license to use the common areas from time to time, such use to be in common with Lessor and all tenants of the Lessor.

7. Payment of Rent. Lessee shall make all payments of rent and other expenses due to Lessor by check or by automatic bank transfer. If so elected, Lessee agrees to set up an automatic bank transfer with its bank, by completion of Exhibit B attached hereto, so Lessee's bank will automatically transfer the monthly rental payment on the first (1<sup>st</sup>) day of each and every month from the Lessee's account into Lessor's account at US Bank, Lincoln, Nebraska, or to such other address as Lessor may hereafter furnish to Lessee.

8. Default.

A. On the occurrence of any of the following: (i) If rent or other payment from the Lessee to the Lessor shall be and remain unpaid in whole or part for more than five (5) days after it is due and payable; (ii) if the Lessee shall violate any of the other covenants, agreements, stipulations, or conditions herein, and such violation or default shall continue for a period of three (3) days after written notice from the Lessor to Lessee of such violation or default; (iii) if the Lessee shall be adjudged bankrupt or file a petition in bankruptcy or for any arrangements under the Bankruptcy Code or become insolvent or have appointed a Receiver of its property; or (iv) if Lessee shall vacate or abandon the Premises; then the Lessor may without demand and notice terminate this Lease and re-enter the Premises with or without process of law using such force as may be necessary to remove all persons or chattels therefrom, and the Lessor shall not be liable for damage by reason of such re-entry or forfeiture; or the Lessor can take any other action available to it under law. Notwithstanding re-entry by the Lessor or termination of this Lease, the liability of the Lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease. It is specifically agreed by the parties that if no appropriated funds are available to the City of Lincoln Fire & Rescue Department for the FEMA Urban Search and Rescue Task Force Program for the purpose of paying rentals on the leased Premises and the Lessee elects to terminate this Lease with thirty (30) days written notice to Lessor, then such termination shall not constitute an event of default under this Lease.

B. The parties agree that if there are any chattels or personal property of Lessee in the Premises when Lessor enters upon the Premises, Lessor shall give Lessee three (3) days to remove the same. If they are not removed, then Lessor may remove the same to a public warehouse or at a place selected by Lessor, to be stored at Lessee's expense. Lessor will notify Lessee as to the address where the property is being stored.

C. In addition to any other actions authorized herein upon the occurrence of an event of default, Lessor shall be entitled to declare all rents and any advancements made for the benefit of Lessee which are due or contemplated to become due under this Lease to be immediately due and payable and Lessee shall become immediately liable for all such amounts.

9. Condition of the Property. By taking possession of the Premises, Lessee accepts the Premises in its then "as is" condition and acknowledges that the Premises are in good and satisfactory condition at the time Lessee takes possession. Lessor is not responsible to make any repairs or alterations to the Premises, or to do any remodeling or decoration, except as outlined in Exhibit C. In the event Lessor determines repairs or alterations are necessary, that are the responsibility of Lessee, Lessor shall notify Lessee of same in writing. If Lessee has not made arrangements to have such repairs or alterations done within thirty days of receipt of the notice, Lessor may make any such repairs or alterations. Lessee will reimburse Lessor for those reasonable expenses incurred by Lessor in having such repairs or alteration made, within thirty days of receipt of Lessor's written invoice.

Lessee shall have the right to construct, on the property, improvements (all of which shall be considered to be the property of Lessee during the terms of this Lease) and to make all alterations or additions thereto and to remove, remodel, demolish, and rebuild the same, provided: Lessor approves the same in writing; All remodeling will be in accordance with applicable laws; The cost of all remodeling shall be paid by Lessee. Lessee shall, at all times, keep the Premises in good repair and shall also keep the same in a clean, sanitary and safe condition and in compliance with all building codes and regulations and all health and police regulations in force, and Lessee shall not store any material outside the building.

10. Liens. The Lessee hereby covenants and agrees that Lessee shall pay for all labor performed, and materials used by or furnished to the Lessee or claimed to be furnished to the Lessee or any contractor employed by the Lessee and shall hold the Lessor and the leased Premises harmless and free from any lien or claim therefor. In the event any Contractor's, Mechanic's or Materialman's Lien shall be placed on the Lessor's interest, the Lessee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; however, Lessee may contest such lien provided that Lessee first posts a surety bond in favor of and insuring the Lessor, in an amount sufficient to remove the lien pursuant to the terms of the Nebraska Lien Laws.

11. Requirements of Law. Lessee shall, at its expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of all governmental authorities having or claiming jurisdiction, directly or indirectly, over the Premises, including, but not limited to the federal Occupation Safety and Health Act (if applicable to the City), the Americans with Disability Act, or similar federal, state and local requirements pertaining to the Lessee's use of the Premises, whether the same are in force at the commencement of this Lease or may in the future be passed, enacted or directed. Lessee shall also procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Premises, building or pertinence or any part thereof, as now or hereafter constituted.

12. Lessor's Reserved Rights. Lessor may enter upon the Premises and, subject to the laws of the State of Nebraska and the City of Lincoln, exercise the following rights without notice and without liability to Lessee for damage or injury to property, person or business and without affecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for set-off or abatement of rent except as more specifically provided herein:

- A. To change the name and address of the Complex.
- B. To install and maintain signs on the exterior of the Complex.
- C. To have access to all mail chutes according to the rules of the United States Post Office Department.
- D. At any reasonable time or times, to decorate, and to make at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the Complex or part thereof, and any adjacent building, land street or alley, and during such operations to take into and through the Premises or any part of the Complex all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators or other facilities.
- E. To have pass keys to the Premises.
- F. To designate all sources furnishing sign and manufacturing, painting and lettering to the Premises.
- G. To exhibit the Premises to others at reasonable times upon reasonable notice.
- H. To take any and all reasonable measures, including inspections or the making of repairs, alterations, additions and improvements to the Premises or to the Complex necessary or desirable for the safety, protection, operation or preservation of the Premises or the Complex.
- I. To approve, prior to installation thereof, all signs on the Complex. Lessee at its sole risk, cost and expense, shall have the right to erect and maintain ordinary and customary signs relating to the use of the leased Premises, provided prior written approval is obtained from Lessor. Any signs chosen by Lessee shall be subject to Lessee's compliance with and obtaining and paying for all necessary governmental permits and approvals.

13. Covenant to Hold Harmless. Except in the case of the negligence of the Lessor, its agents, or its employees, the Lessee agrees to save, hold harmless and defend Lessor against any liability for damages to any person or property in or about the Premises. The Lessor shall not be liable to the Lessee, its agent, employees, representatives,

customers, or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire, paint fumes or for any other cause occurring on or about the Premises. All property kept, stored, or maintained on the Premises shall be so kept, stored, or maintained at the sole risk of the Lessee. Lessee agrees that it will defend and keep Lessor harmless and indemnified at all times against any loss, damage, cost or expense including, but not limited to, reasonable attorneys' fees, arising or imposed by reason of the failure of Lessee to comply with the covenants herein.

14. Waiver of Subrogation. The Lessor and the Lessee hereby mutually waive as against any other, any claim or cause of action for any loss, cost, damage, or expense as a result of the occurrence of perils covered by the hazard insurance policy, except to the extent prohibited by Lessor's policy of insurance.

15. Fire or Destruction of Premises. Damages Thereeto. If fire or other casualty shall render the Premises untenable, this Lease shall terminate forthwith, and any prepayment of rent shall be refunded by the Lessor pro rata; provided, however, that if the Premises can be repaired within One Hundred Twenty (120) days from the date of such event, then at Lessor's option, by notice in writing to the Lessee, mailed within Thirty (30) days after such damage, this Lease shall remain in full effect, but the rent for the period during which the Premises are untenable shall be abated pro rata.

16. Condemnation. If the whole of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the date of possession and the rent shall be paid to that date with a proportionate refund by Lessor of such rent as shall have been paid in advance. If any portion of the building is taken, then Lessee may terminate this Lease by written notice to Lessor not later than thirty (30) days after the taking, or Lessee may continue in possession of the remainder under the terms of this Lease. All damages awarded for such taking attributable to the land and building constituting the Premises shall be exclusive property of Lessor.

17. Holding Over. If Lessee remains in possession after the termination of this Lease without the written consent of Lessor, Lessee shall be deemed to be a trespasser. If Lessee shall have paid, and Lessor shall have accepted, rent in respect to such holding over, Lessee shall be deemed to be occupying the Premises only as a Lessee from month-to-month subject to all the covenants, agreements or obligations of this Lease except for the rental charged, which during the hold over period shall be at a rate which is one and one-half times the last rental rate.

18. Surrender. On the last day of the term of this Lease or on the sooner termination thereof, the Lessee shall peacefully surrender the Premises in good condition and repair, broom clean, in the same condition as on the Lease commencement date, consistent with the Lessee's duties to make repairs as provided within the Lease. On or before the last day of the Initial or Renewal Term of this Lease, or the sooner termination thereof, the Lessee shall, at its expense, remove all of its equipment from the Premises, and any property not removed shall be deemed abandoned. All alterations, additions, and fixtures other than the Lessee's equipment, which have been made or installed by either the Lessor or the Lessee on the Premises shall remain as Lessor's property and shall be surrendered with the Premises as a part thereof. If the Premises are not surrendered at the end of the Initial or Renewal Term or on the sooner termination thereof, the Lessee shall indemnify the Lessor against any loss or liability resulting from delays by the Lessee in so surrendering the Premises, including without limitation, claims made by any succeeding Lessee founded on such delay. The Lessee shall promptly surrender all keys for the Premises to the Lessor at the place then fixed for payment of rent and shall inform the Lessor of all lock and safe combinations. The provisions of this paragraph shall survive the termination of this Lease.

19. Environmental Laws.

A. As used herein, the term "Hazardous Material" means any "hazardous substances", "pollutants", "hazardous waste", or "toxic materials" as defined by the Comprehensive Environmental Resource Conservation and Recovery Act of 1989 ("CERCLA"), 42 U.S.C. 9601 et seq., as amended, Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., as amended, the Toxic Substance Control Act (or any regulations promulgated under the foregoing) or any other present or future federal state or local law, ordinance, rules or regulation, including without limitation extremely flammable substances, explosives, radioactive materials, oil, petroleum or petroleum products or hazardous substances, and any substance which is or becomes regulated by any federal, state or local governmental authority.

B. Neither Lessee nor Lessor will store, use or dispose of any hazardous, toxic, corrosive, explosive, reactive or radioactive matter in, or about the leased Premises or Property without the express written approval of the other party. At all times during the term of this Lease, Lessee shall comply with all environmental laws and permitting requirements impacting the Leased Premises. Lessee hereby agrees that it shall be fully liable for all costs and expenses related to its use, storage and disposal of Hazardous Material kept on the Premises by the Lessee, and the Lessee shall give immediate notice to the Lessor of any violation or potential violation of the provisions of this Section. Lessee shall defend, indemnify and hold harmless Lessor and its directors, officers, partners, agents or employees from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney and consultant fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release, or

threatened release of any such Hazardous Material which is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material; and/or (iv) any violation of any laws applicable thereto. The provisions of this paragraph shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or equity and shall survive the transactions contemplated herein and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

20. Right to Inspect. Lessor or their employee's shall have the right to enter upon said Premises at all reasonable times during this Lease to view the same, to ascertain if Lessee is complying with the terms and conditions of this Lease. Lessor may show said Premises to prospective tenants at any time during normal business hours.

21. Prohibited Actions. Lessee shall not, without Lessor's written consent:

A. Paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside or inside of the Premises, or any part of the inside of the Premises which can be seen from outside the building that may be in poor taste, in the opinion of the Lessor, or if it is offensive to any other Lessee. If it is offensive or in poor taste, the Lessor reserves the right to order the advertisement to be changed or removed.

B. Operate any music or sound system outside the Premises.

C. Paint or alter the outside of the building.

D. Hold sales or display merchandise outside of the Premises. The intent of this paragraph is to prohibit sidewalk sales, parking lot sales, tent sales and the like.

E. Encumber by mortgage or other instrument Lessee's leasehold interest and estate in the Premises.

F. Assign, hypothecate, sublet or transfer this Lease.

22. Waiver of Breach, not Waiver of Subsequent Breaches. Any waiver, expressed or implied, by the Lessor of any breach of this Lease by Lessee or any terms, conditions or promises herein, and payment by the Lessee and acceptance by the Lessor hereunder shall not be construed to be a waiver of any breach of the terms, conditions or promises herein, except as to the particular installment of rent so paid and accepted.

23. Enjoyment of Premises. The Lessor covenants that the Lessor has full authority to execute this Lease and that upon the Lessee faithfully performing the terms, covenants and conditions hereof, including the prompt payment of the rent reserved, the Lessee shall and may quietly and peacefully have, hold and enjoy the leased Premises during the term hereof.

24. Time is of the Essence. It is hereby agreed that time is of the essence of this Lease and all provisions herein relating thereto shall be strictly construed.

25. Binding on Heirs and Assigns. The terms hereof shall bind and benefit the heirs, executors, administrators, successors and assigns of the Lessor and Lessee.

25. Notification. All notices given hereunder shall be in writing, mailed by United States Certified mail, return receipt requested. Said notices will be sent to Lessor as follows: B & J Partnership, Ltd. c/o Clay F. Smith, P. O. Box 81906, Lincoln, Nebraska 68501 or at such other address as Lessor may hereafter furnish by written notice to Lessee. Said notices will be sent to Lessee at the Premises or such other address as Lessee may hereafter furnish by written notice to Lessor.

27. Subordination. The Lessee agrees that at the Lessor's election, this Lease shall be subordinate to any land lease, mortgages, or trust deeds now on or placed on the Premises and to any and all advances to be made there under, and to the interest thereon, and all renewals, replacements, and extensions thereof.

28. Rules and Regulations. Lessee and Lessee's agents, employees and invitees shall fully comply with all Rules and Regulations of the Complex, which are made a part of the Lease as though set out herein ("Exhibit D"). Lessor shall have the right, upon reasonable notice, to amend such Rules and Regulations as may be necessary or desirable for the safety, care and cleanliness of the Premises and for the preservation of good order therein.

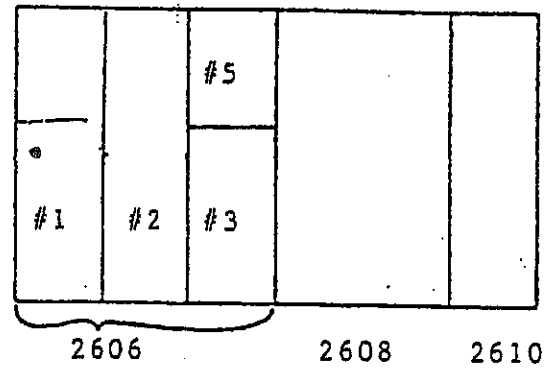
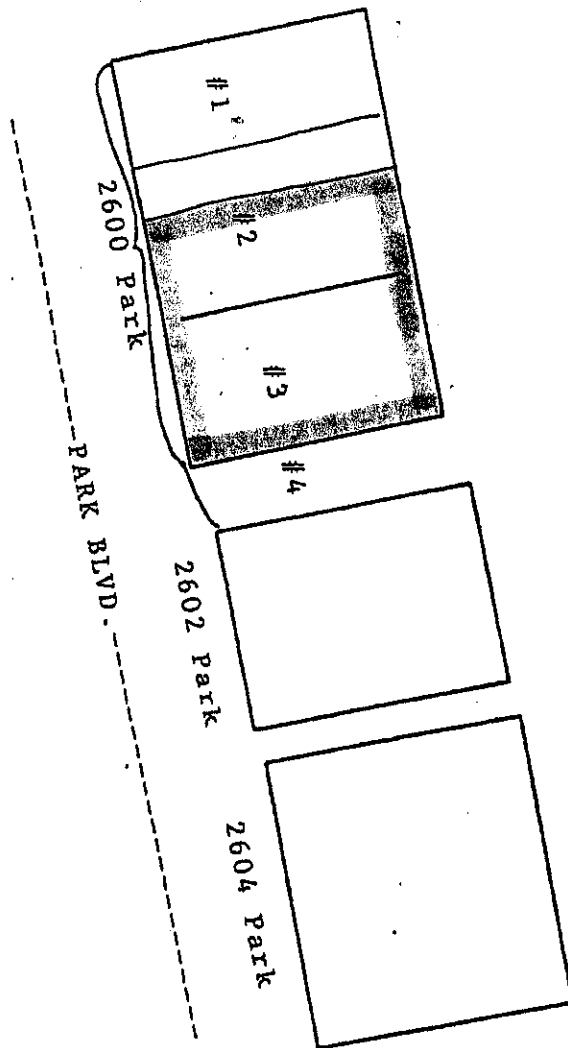
29. Modification of Lease. No modification of this Lease shall be effective unless it is in writing and is signed by the Lessee and Lessor or their authorized representatives. Lessor's authorized representatives shall consist solely of the General Partners of Lessor, namely D. William Smith, A. Joyce Smith or Clay F. Smith. No other person shall be authorized to make any modification to this Lease or any of its terms on behalf of Lessor.

30. Miscellaneous.

A. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

(S E A L)

# EXHIBIT A



**EXHIBIT B**

**AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS**

LESSOR: B & J Partnership, Ltd. Tax ID: 47-0724119  
Attention: Clay F. Smith  
Mailing Address Street Address:  
P.O. Box 81906 340 Victory Lane  
Lincoln, NE 68501 Lincoln, NE 68528  
Phone: 323-3100 Fax: 323-3101

I (We) hereby authorize US Bank to initiate Debit or Credit entries, either electronic or per-authorized checks, to/from my (our) checking account as specified below. The initial authorization hereunder is as follows:

AMOUNT: \$6,029.16 Rent

START DATE: 1st day of October, 2003

PAYMENTS: Monthly on the 1<sup>st</sup> of the month

PAYMENTS TO: Account: # 149402128644  
Bank Customer: "The N-Ten" (B&J Partnership, LTD)  
340 Victory Lane  
Lincoln, NE 68528  
Bank: US Bank  
US Bank Building  
233 South 13<sup>th</sup> Street  
Lincoln, NE 68508

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PAYMENTS FROM:**

Bank Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bank: \_\_\_\_\_

Lincoln, NE 685\_\_\_\_

Account: \_\_\_\_\_

Transit/ABA#: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date : \_\_\_\_/\_\_\_\_/\_\_\_\_



**EXHIBIT C**  
**REPAIRS AND ALTERATIONS TO THE PREMISES**

**LESSOR'S RESPONSIBILITY:**

- Suite 2

The current 12' wide x 14' high overhead door on the south side of suite 2 shall be replaced and enlarged to 16' x 16' with electric door opener with manual switch. The cost for this door replacement and door opener shall be the responsibility of Lessor (work to be scheduled/coordinated by Lessee).

The currently installed gas furnace in Suite 2 shall be inspected annually and maintained at Lessor's expense (work to be scheduled/coordinated by Lessee).

All exterior entry and overhead doors shall be maintained at Lessor's expense (work to be scheduled/coordinated by Lessee).

- Suite 3

The currently installed gas furnace in Suite 3 shall be inspected annually and maintained at Lessor's expense (work to be scheduled/coordinated by Lessee).

All exterior entry and overhead doors shall be maintained at Lessor's expense (work to be scheduled/coordinated by Lessee).

**LESSEE'S RESPONSIBILITY:**

- Suite 2

Lessee shall be allowed to install air evacuation system consisting of high volume fan and electric switch at its expense to remove any build-up of vehicle emissions from forklift operations. The fan will be louvered to protect space from winter environmental impact.

All other repairs and alterations.

- Suite 3

Lessee shall, at its expense, be allowed to renovate the existing space to install necessary office & storage spaces and men's and women's bathrooms per mutually agreed construction plans. Necessary costs to upgrade plumbing, electrical, and heating and air conditioning for the renovated space shall be the responsibility of Lessee. Lessor shall assist with necessary documentation required for development of construction plans and permit applications. Upon termination of the lease, it is understood by both parties that Lessee will leave all constructed renovated space and utilities intact and that such space and materials will become property of Lessor.

Lessee shall be allowed to install a fire detection and alarm system to cover the entire building including Suites 1, 2 & 3 and interior renovated spaces in Suite 3. The costs to install the system shall be the responsibility of Lessee.

Lessee shall be allowed to install an entry/motion alarm systems to cover Suites 2 & 3 with option to install in Suite 1 in the event that Lessee leases this space for future needs. The costs to install the system shall be the responsibility of Lessee.

Monthly or annual monitoring and inspection fees for the fire detection and entry/motion alarm systems shall be the responsibility of Lessee.

Lessee has the option to remove the entire fire detection & entry/motion alarm systems on termination of the Lease.

All other repairs and alterations.

**EXHIBIT D**  
**RULES AND REGULATIONS**

These Rules and Regulations are attached to and made a part of the Lease. Failure to observe these Rules and Regulations shall be a default under the Lease.

1. Lessee shall not:

- A. Place anything on the outside of the Complex, including roof setbacks, window ledges and other projections; or drop anything from the windows, stairways or parapets; or place trash or other matter in the halls, stairways, elevators or light wells of the Complex.
- B. Cover or obstruct any window, skylight, door or transom that admits light, except for approved draperies.
- C. Interfere with the heating, ventilating or cooling apparatus.
- D. Keep animals or birds in the rooms.
- E. Use rooms as sleeping apartments.
- F. Obstruct the entrances, corridors, passages, stairways and elevators or use such space for any purpose other than ingress and egress to and from the Premises.
- G. Disturb, or permit the disturbance of other tenants, by the use of radios, televisions, musical instruments or by any unseemly noises or by any interference whatever.
- H. Use the Building name in any way in connection with his or her business except as the address thereof.
- I. Permit duplicate keys to be made, but such keys shall be provided by Lessor at Lessee's expense.
- J. Leave windows or doors unlocked before leaving the Complex.

2. Without written permission of the Lessor, Lessee shall not:

- A. Place or change locks upon any doors in the Premises.
- B. Place nor permit to be placed any signs, advertisements or notices in or upon any part of the Complex and shall place no merchandise or showcases in front of the building.
- C. Any person or persons employed by any tenant for the purpose of cleaning, or of taking care of any leased premises, with the written consent of Lessor shall be subject to the control and direction of the Lessor or its agent.
- D. Conduct any auction on said premises and shall not store goods, wares or merchandise on the leased Premises, except for Lessee's own personal use.
- E. Manufacture any commodity, or prepare or dispense any foods or beverages, whether by vending or dispensing machines or otherwise, or alcoholic beverages, tobacco, drugs, flowers, or other commodities or articles.
- F. Fasten any article, drill holes, drive nails or screws into the walls, floors, woodwork or partitions, nor shall the same be painted, papered or otherwise covered or in any way marked or broken without consent of Lessor.
- G. Place or operate any engine, boiler, dynamo, or machinery of any kind, or place any explosive therein, or use any kerosene or oils or burning fuels.
- H. Use any electric heating or cooling devices.

3. Lessor reserves the right, at all times and from time to time, to:

- A. Rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in the Lessors' judgment may from time to time be necessary for the safety, care and cleanliness of the Premises, and for the preservation of order herein.
- B. Remove without notice, at the expense of the Lessee, all signs or showcases not approved or allowed by Lessor or this Lease, and Lessor shall not be responsible for damages, if any, caused by or to any of the signs or showcases.
- C. Designate the location for all telephone and telegraphic connections to be placed in the Premises, and direct electricians as to where and how wires are to be introduced.
- D. Possess a pass key to all leased Premises and shall be allowed admittance in the event of any emergency such as fire and to conduct building inspections.
- E. Exclude or eject from the Complex all animals, vehicular traffic of every kind and all canvassers and other persons who conduct themselves in such a manner to be, in the judgment of the Lessor, an annoyance to tenants or a detriment to the Complex.
- F. Prohibit any advertising by Lessee, which, in the opinion of the Lessor impairs the reputation of the Complex or its desirability as a building for offices and or retail.
- G. Designate the time when and the method whereby freight, small office equipment, supplies, furniture, safes and other like articles may be brought into, moved or removed from the Complex or rooms, and to designate the location for temporary disposition of such items.
- H. Exclude the general public from the Complex upon such days and at such hours as in Lessor's judgment, will be for the best interest of the Complex and its tenants.
- I. Specify the placement of safes, business machines, or mechanical equipment which may, through weight, vibration, noise, cold or heat be transmitted to the Complex's structure or to other leased space in the Complex; or, at its option, exclude any such equipment which may be necessary for the safety, care, and cleanliness of the Complex or the Premises.